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4 **LOBEL WEILAND GOLDEN FRIEDMAN LLP**
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5 Costa Mesa, California 92626
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7 Attorneys for Debtor and Debtor-in-Possession
John Jean Bral

8
9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SANTA ANA DIVISION**

12 In re

Case No. 8:17-bk-10706-SC

13 JOHN JEAN BRAL,

Chapter 11

14 Debtor and Debtor-in-
15 Possession.

**DEBTOR'S OBJECTION TO PROOF OF
CLAIM FILED BY CANNAE FINANCIAL
LLC [CLAIM NO. 17-1]; MEMORANDUM
OF POINTS AND AUTHORITIES; AND
DECLARATION OF JOHN JEAN BRAL IN
SUPPORT THEREOF**

16
17 **DATE: December 14, 2017**
18 **TIME: 11:00 a.m.**
19 **Place: Courtroom 5C**
20 **411 West Fourth Street**
Santa Ana, California 92701

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY
JUDGE, CANNAE FINANCIAL LLC, AND ALL OTHER INTERESTED PARTIES:**

PLEASE TAKE NOTICE that, pursuant to 11 U.S.C. § 502, Federal Rule of
Bankruptcy Procedure 3007, and Local Bankruptcy Rule 3007-1, on December 14, 2017,
at 11:00 a.m., or as soon thereafter as counsel may be heard, in Courtroom 5C of the
United States Bankruptcy Court, located at 411 West Fourth Street, Santa Ana, California
92701, a hearing will be held concerning this objection (the "Objection") of John Jean Bral,
the debtor and debtor-in-possession in the above-captioned chapter 11 case (the
"Debtor"), to Claim No. 17-1 filed by Cannae Financial LLC.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 3007-
1(b)(3)(A), any response to the Objection must be filed and served not later than fourteen
(14) days prior to the hearing on the Objection (as further set forth in the Notice served
concurrently herewith).

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 3007-
1(b)(3)(B), if a response is not timely filed and served, the Court may grant the relief
requested in the Objection without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that the Objection is based on the Notice of
Hearing, the attached Memorandum of Points and Authorities, the Declaration of John
Jean Bral appended hereto, the files and records of this Court related to the Debtor's
case, and upon such other oral and documentary evidence as may be presented to the
Court at or before the time of the hearing on the Objection.

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Dated: October 13, 2017

LOBEL WEILAND GOLDEN FRIEDMAN LLP

WILLIAM N. LOBEL
ALAN J. FRIEDMAN
BETH E. GASCHEN
Attorneys for Debtor
and Debtor-in-Possession
John Jean Bral

Lobel Weiland Golden Friedman LLP
650 Town Center Drive, Suite 950
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Tel 714-966-1000 Fax 714-966-1002

I. **INTRODUCTION**

The Debtor hereby submits this objection (the "Objection") to Claim No. 17-1 filed by Cannae Financial LLC ("Cannae"). On June 16, 2017, Cannae filed a proof of claim (the "Claim No. 17-1") as a secured claim in the amount of \$394,483.12 as of the petition date, not including post-judgment fees, costs, and post-petition interest. A true and complete copy of Claim No. 17-1 is attached to this Objection and identified by the Court's docket number pursuant to Local Bankruptcy Rule 3007-1 and incorporated herein by this reference. Claim No. 17-1 is based on a Judgment After Granting of Motion for Summary Judgment entered on July 16, 2015 in Case No. 30-2014-00733044 (the "Judgment") (attached as Exhibit A to Claim No. 17-1), a Charging Order entered on December 7, 2015 ("Charging Order") (attached as part of Exhibit D to Claim No. 17-1), and three abstracts filed post-judgment.

Despite the fact that the Charging Order is only against the Debtor's membership interests in Westcliff Investors, LLC ("Westcliff"), Cannae has stated in Claim No. 17-1 that the claim is secured by the Debtor's membership interests in Mission Medical Investors, LLC ("Mission") in addition to Westcliff and other assets. The Debtor disputes this assertion and by this Objection is seeking an order clarifying that Cannae has no lien on the Debtor's membership interests in Mission.

II. **STATEMENT OF FACTS**

A. **Jurisdiction and Venue**

This Court has jurisdiction to consider this Objection under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). The Debtor consents to the entry of a final order by the Court in connection with this Objection to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue of this case and this Objection in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The Debtor and the Chapter 11 Filing

The Debtor commenced this case by filing a voluntary petition under chapter 11 of title 11 of the United States Code on February 24, 2017 (the "Petition Date"). The Debtor continues to manage his financial affairs and operate his bankruptcy estate as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this case. No official committee of unsecured creditors has been appointed in this case.

III. RELIEF REQUESTED

Pursuant to section 502(a) of the Bankruptcy Code, a filed proof of claim is deemed allowed unless a party in interest objects thereto. See 11 U.S.C. § 502(a). Federal Rule of Bankruptcy Procedure 3001(f) provides in relevant part:

A proof of claim executed and filed in accordance with these Rules shall constitute prima facie evidence of the validity of the amount of the claim.

Section 502(b)(1) of the Bankruptcy Code provides that a claim will not be allowed to the extent that the claim is for "an unenforceable debt against a debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured . . ." The claimant must establish by a preponderance of the evidence that its claims should be allowed. The burden of persuasion is on the claimant. See *In re Gray*, 522 B.R. 619, 625 (Bankr. D. Idaho 2014) ("If the objector produces evidence sufficient to negate the validity of the claim, the ultimate burden of persuasion remains on the claimant to demonstrate by preponderance of the evidence that the claim deserves to share in the distribution of the debtor's assets."); *Spencer v. Pugh (In re Pugh)*, 157 B.R. 898, 901 (9th Cir. BAP 1993); *In re Parrott Broadcasting Ltd. P'ship*, 492 B.R. 35, 38 (Bankr. D. Idaho 2013); *In re Blixeth*, 489 B.R. 154 (Bankr. D. Mo. 2013) (once objecting party succeeds in overcoming prima facie effect of procedurally proper proof of claim, burden shifts to claimant to prove validity of its claim, and claimant must satisfy that burden by preponderance of evidence). See also *Pepper v. Litton*, 308

1 U.S. 295, 304, 60 S.Ct. 244 (1939) (stating that the bankruptcy court has the power to
2 shift the circumstances surrounding any claim to see that injustice or unfairness is not
3 done in administering the bankruptcy estate).

4 The Court should grant this Objection and limit the secured status of Claim No. 17-
5 1. It is evident from the claim itself that Claim No. 17-1 is not secured by the Debtor's
6 membership interest in Mission. According to the "Attachment to Proof of Claim of
7 Cannae Financial LLC Based on Judgment in Orange County Superior Court Case No.
8 30-2014-00733044," Exhibit "D" to Claim No. 17-1 consists the documents evidencing
9 Cannae's lien against the Debtor's assets. Exhibit "D" consists of the following: (i) a
10 notice of motion and motion for charging order that is directed at and limited to the
11 Debtor's interest in Westcliff; (ii) the Charging Order, which is specific to Westcliff; and (iii)
12 three abstracts of Judgment recorded in Orange County, Los Angeles County and Kern
13 County. There is nothing attached to Claim No. 17-1 that evidences any lien or other
14 security interest held by Cannae against the Debtor's membership interests in Mission
15 and, therefore, an order should be entered clarifying or limiting Claim No. 17-1's secured
16 status.

17 **IV. RESERVATION OF RIGHTS**

18 This Objection is limited to the grounds stated herein. Accordingly, it is without
19 prejudice to the right of the Debtor to object to Claim No. 17-1 on any other ground
20 whatsoever, and the Debtor expressly reserves all further substantive and/or procedural
21 objections he may have.

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1 **V. CONCLUSION**

2 The Debtor requests that the Court enter an Order (i) clarifying that no lien exists
3 against Mission Medical Investors, LLC with respect to Claim No. 17-1; and (ii) for such
4 other and further relief as may be just and proper under the circumstances of this case.

5 Respectfully submitted,

6 Dated: October 13, 2017

LOBEL WEILAND GOLDEN FRIEDMAN LLP

8 By: /s/ Beth E. Gaschen

9 WILLIAM N. LOBEL
10 ALAN J. FRIEDMAN
11 BETH E. GASCHEN
12 Attorneys for Debtor and
13 Debtor-in-Possession
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Lobel Weiland Golden Friedman LLP
650 Town Center Drive, Suite 950
Costa Mesa, California 92626
Tel 714-966-1000 Fax 714-966-1002

DECLARATION OF JOHN JEAN BRAL

I, John J. Bral, declare as follows:

1. I am the debtor and debtor-in-possession in the above-captioned case. The following is based upon my personal knowledge, except as otherwise noted, and if called as a witness herein, I could and would competently testify thereto. I make this declaration in support of the Objection to Proof of Claim Filed by Cannae Financial LLC [Claim No. 17-1] (the "Objection"). Any term not specifically defined herein shall have the meaning provided in the Objection.

2. This case was commenced by the filing a voluntary petition under chapter 11 of title 11 of the United States Code on the Petition Date. I continue to manage my financial affairs and operate my bankruptcy estate as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this case. No official committee of unsecured creditors has been appointed in this case.

3. I have commenced reviewing and reconciling the proofs of claims filed against my estate. These efforts have resulted in the identification of the disputed claim filed by Cannae, a true and complete copy of which is attached hereto and identified by the Court's docket number pursuant to Local Bankruptcy Rule 3007-1 and incorporated herein by this reference.

4. On June 16, 2017, Cannae filed Claim No. 17-1 as a secured claim in the amount of \$394,483.12 as of the petition date, not including post-judgment fees, costs, and post-petition interest. Claim No. 17-1 is based on the Judgment (attached as Exhibit A to Claim No. 17-1), the Charging Order entered on December 7, 2015 (attached as part of Exhibit D to Claim No. 17-1), and three abstracts of judgment.

5. The Charging Order is only against my membership interest in Westcliff. Cannae has stated in Claim No. 17-1 that the claim is secured by my membership interests in Mission in addition to my membership interests Westcliff and other assets. I have no knowledge of any lien or security interest held by Cannae against Mission based

1 upon the Judgment and there is nothing attached to the Claim to evidence a lien or
2 security interest against Mission.

3 6. I believe that granting the relief requested in the Objection is in the best
4 interests of my estate.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Executed this 18TH day of October 2017, at IRVINE California.

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9 John Jean Bral
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POC NO. 17

Fill in this information to identify the case:

Debtor 1 JOHN JEAN BRAL

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 8:17-BK-10706-SC

Official Form 410

Proof of Claim

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Cannae Financial LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Gary E. Klausner, Esq.</u> Name <u>10250 Constellation Blvd., Suite 1700</u> Number Street <u>Los Angeles</u> <u>CA</u> <u>90067</u> City State ZIP Code Contact phone <u>(310) 229-1234</u> Contact email <u>GEK@LNBYB.COM</u>	Where should payments to the creditor be sent? (if different) <u>Cannae Financial LLC c/o Barry Beitler</u> Name <u>825 Barrington Avenue</u> Number Street <u>Los Angeles</u> <u>CA</u> <u>90048</u> City State ZIP Code Contact phone _____ Contact email <u>bbeitler@beitler.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	<p>\$ <u>394,483.12</u> as of the _____ petition date, not including post-judgment fees, costs, and post-petition interest.</p> <p>Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Judgment in Case No. 30-2014-00733044 in Orange County Superior Court</u></p>
9. Is all or part of the claim secured?	<p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property.</p> <p>Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>Debtor's membership interests in Mission Medical Investors, LLC and Westcliff Investors, LLC, and other assets</u></p> <p>Basis for perfection: <u>C.C.P. § 708.320(a); and abstracts of judgment</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ <u>TBD</u> Amount of the claim that is secured: \$ <u>TBD</u> Amount of the claim that is unsecured: \$ <u>TBD</u> (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ <u>At least \$394,483.12</u></p> <p>Annual Interest Rate (when case was filed) <u>10.00</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable</p>
10. Is this claim based on a lease?	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</p>
11. Is this claim subject to a right of setoff?	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____</p>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

☐ Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/15/2017
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Barry Beitler
First name Middle name Last name

Title Authorized Agent

Company Cannae Financial LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 825 Barrington Avenue
Number Street

Los Angeles CA 90049
City State ZIP Code

Contact phone _____ Email bbeitler@beitler.com

ATTACHMENT TO PROOF OF CLAIM OF CANNAE FINANCIAL LLC BASED ON JUDGMENT IN ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2014-00733044

On July 16, 2015, judgment was entered in favor of Cannae Financial, LLC (“Cannae” or “Claimant”) and against John Bral (“Bral”) in Orange County Superior Court in Case No. 30-2014-00733044. A copy of the judgment is attached hereto as Exhibit “A”.

As of July 16, 2015, the date on which the judgment issued, the judgment was in the sum of \$321,320.17, which includes (i) the sum of \$313,041.69 as of May 31, 2015 as stated in the Judgment, and (ii) prejudgment interest in the sum of \$3,593.98, at the rate of \$78.13 per day as set forth in the Judgment, through the July 16, 2015 date of entry of Judgment.

Post-judgment interest through the February 24, 2017 petition date herein accrued on the \$321,320.17 judgment at the statutory rate of 10% per annum, or \$86.75 per day, in the sum of \$51,095.75 for 589 days from and after July 16, 2015.

On March 21, 2016, the Court issued an award of attorneys’ fees in favor of Cannae against Bral in the sum of \$19,252.00 (“Fee Award”). A copy of the Fee Order is attached hereto as Exhibit “B”.

Attached hereto as Exhibit “C” is the unopposed memorandum of costs that Cannae filed on January 12, 2016 in the sum of \$935.00 (“Costs”).

Attached hereto as Exhibit “D” are the documents evidencing Cannae’s lien against Bral’s assets.

As of the February 24, 2017 petition date herein, the sum of \$22,067.20 remained due and owing by Bral to Cannae on the Fee Award and Costs, which includes (a) the \$20,187.00 aggregate sum of the Fee Award and Costs and (b) interest thereon, at the statutory rate of 10% per annum, or \$5.53 per day, in the sum of \$1,880.20 for the 340 days from and after March 21, 2016 through February 24, 2017.

Accordingly, Cannae’s total claim based on the Judgment, Fee Award, Costs and post-judgment interest as of February 24, 2017 was \$394,483.12, plus any recoverable post-judgment fees and costs.

Reservation of Rights

Claimant reserves the right to (i) amend, update and/or supplement this Proof of Claim at any time and in any respect, (ii) file additional proofs of claim for additional claims which may be based on the same or additional documents or other liability or indebtedness of the Debtor to Claimant (iii) file a request for payment of administrative expenses in accordance with 11 U.S.C. §§ 503 and 507.

In addition to the foregoing, Claimant reserves all rights with respect to (a) any indebtedness owed to Claimant by any non-debtor affiliate or other entity related to the Debtor, and (b) any other amounts that may be owing to Claimant in respect of interest, fees, indemnities, costs and expenses to the extent permitted by applicable law.

Nothing contained in this Proof of Claim shall be construed as limiting Claimants rights, remedies and interests.

The filing of this proof of claim is not: (i) a waiver or release of Claimant's rights against any person, entity or property; (ii) a waiver of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of this Court, with respect to the subject matter of this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving this Proof of Claim, or to assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving this Proof of Claim; (iii) an election of remedy; or (iv) a waiver of any past, present or future defaults or events of default. Claimant specifically preserves all of Claimant's procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant by the Debtor or any of its debtor or non-debtor affiliates, or by any trustee for this estate.

EXHIBIT A

08/08/2016 at 02:47:38 PM
Clerk of the Superior Court
By Enrique Veloz, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
JUL 16 2015
ALAN CARLSON, Clerk of the Court
BY J. CUNCH

1 LEVY, SMALL & LALLAS
A Partnership Including Professional Corporations
2 TOM LALLAS (SBN: 66512)
815 Moraga Drive
3 Los Angeles, California 90049-1633
Telephone: (310) 471-3000
4 Facsimile: (310) 471-7990
5 Attorneys for Plaintiff
CANNAE FINANCIAL, LLC
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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE, CENTRAL DISTRICT**
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20 CANNAE FINANCIAL, LLC,
a California limited liability company,

21 Plaintiff,

22 v.

23 JOHN BRAL, an individual, and DOES
1 through 20, inclusive,

24 Defendants.
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27
28

CASE NO. 30-2014-00733044-CU-BC-CJC
[Hon. Gregory H. Lewis; Dept. "C26"]

**[PROPOSED] JUDGMENT AFTER
GRANTING OF MOTION FOR SUMMARY
JUDGMENT**

Date: June 1, 2015
Time: 10:30 a.m.
Dept.: C26

[Reservation No. 72120953]

Complaint Filed: July 9, 2014
Trial Date: July 13, 2015

1 The Court having entered its Order dated June 1, 2005 granting the Motion of Plaintiff
2 Cannae Financial, LLC for Summary Judgment Against Defendant John Bral, and good cause
3 appearing therefor,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff Cannae
5 Financial, LLC ("Cannae") shall have and recover against defendant John Bral ("Bral") the
6 following:

- 7 1. Damages in the sum of \$313,041.69 as of May 31, 2015, plus accruing interest at the
8 rate of \$78.13 per day for each day thereafter through the date of entry of this
9 Judgment;
- 10 2. Post-judgment interest at the statutory rate;
- 11 3. Costs in a sum to be established pursuant to a Memorandum of Costs to be filed by
12 Cannae;
- 13 4. Attorneys' fees as may be established by a motion for attorneys' fees to be filed by
14 Cannae.

15 JUL 16 2015

16 DATED: June 1, 2015

17 JUDGE OF THE SUPERIOR COURT

18 GREGORY H. LEWIS

19 31475

PROOF OF SERVICE

Cannae Financial, LLC v. John Bral
Orange County Superior Court (Central Justice Center)
Case No. 30-2014-00733044-CU-BC-CJC

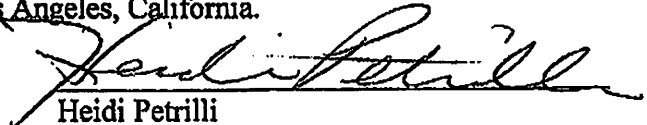
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 815 Moraga Drive, Los Angeles, California 90049.

On June 8, 2015, I served the foregoing document(s) described as: **[PROPOSED]**
JUDGMENT AFTER GRANTING OF MOTION FOR SUMMARY JUDGMENT on all interested parties in this action ☒ by placing a true copy ☐ by placing true copies thereof enclosed in sealed envelopes addressed as shown on the attached service/mailling list in the manner indicated below:

☒ **(BY OVERNIGHT DELIVERY):** I deposited said document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered said document(s) to a courier or driver authorized by the overnight service carrier to receive said document(s), in a sealed envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) listed on the attached service/mailling list.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 8, 2015, at Los Angeles, California.


Heidi Petrilli

SERVICE/MAILING LIST

Cannae Financial, LLC v. John Bral

Orange County Superior Court (Central Justice Center)

Case No. 30-2014-00733044-CU-BC-CJC

Babak (Bobby) Samini, Esq.

Attorneys for Defendant

Matthew M. Hoesly, Esq.

JOHN BRAL

SAMINI SCHEINBERG, PC

840 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Tel: (949) 724-0900

Fax: (949) 724-0901

Email: bsamini@saminilaw.com

Lloyd K. Chapman, Esq.

Co-Counsel for Defendant

LAW OFFICE OF LLOYD K. CHAPMAN

JOHN BRAL

4558 Sherman Oaks Avenue, Second Floor

Sherman Oaks, CA 91403

Tel: (818) 304-8412

Fax: (818) 990-1477

Email: lkchapmanlaw@gmail.com

EXHIBIT B

CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 03/21/2016

TIME: 10:30:00 AM

DEPT: C26

JUDICIAL OFFICER PRESIDING: Gregory H. Lewis

CLERK: Rebecca Z Chumpitazi

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Linda OConnor

CASE NO: **30-2014-00733044-CU-BC-CJC** CASE INIT.DATE: 07/09/2014

CASE TITLE: **Cannae Financial LLC vs. Bral**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Breach of Contract/Warranty

EVENT ID/DOCUMENT ID: 72299897

EVENT TYPE: Motion for Attorney Fees

MOVING PARTY: Cannae Financial LLC

CAUSAL DOCUMENT/DATE FILED: Motion for Attorney Fees, 01/12/2016

APPEARANCES

There are no appearances by any party.

Tentative Ruling posted on the Internet .

All parties submit on the Courts tentative ruling.

The Court confirms the tentative ruling as follows:

Motion: Award of Attorney Fees. Moving Party Plaintiff/Judgment Creditor Cannae Financial, LLC.
Responding Party None. Opposition: None.

Ruling: The unopposed motion of Plaintiff Cannae financial, LLC, for an order awarding it attorneys' fees of \$19,252.00 is Granted.

Prevailing party is to give notice of ruling pursuant to instruction posted with internet tentative ruling.

EXHIBIT C

MC-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Tom Lallas (SBN 66512) Mark D. Hurwitz (SBN 151159) Levy, Small & Lallas 815 Moraga Drive Los Angeles, CA 90049 TELEPHONE NO.: 310-471-3000 FAX NO.: 310-471-7990 ATTORNEY FOR (Name): Cannae Financial, LLC	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 01/12/2016 at 12:21:00 PM Clerk of the Superior Court By Emma Castle, Deputy Clerk
INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY: Orange County Superior Court Central Justice Center	
PLAINTIFF: CANNAE FINANCIAL, LLC, a California limited liability company DEFENDANT: JOHN BRAL, an individual	
MEMORANDUM OF COSTS (SUMMARY)	CASE NUMBER: 30-2014-00733044-CU-BC

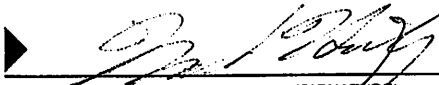
The following costs are requested:

	TOTALS	
1. Filing and motion fees	1. \$	935.00
2. Jury fees	2. \$	
3. Jury food and lodging	3. \$	
4. Deposition costs	4. \$	
5. Service of process	5. \$	
6. Attachment expenses	6. \$	
7. Surety bond premiums	7. \$	
8. Witness fees	8. \$	
9. Court-ordered transcripts	9. \$	
10. Attorney fees (enter here if contractual or statutory fees are fixed without necessity of a court determination; otherwise a noticed motion is required)	10. \$	
11. Models, blowups, and photocopies of exhibits	11. \$	
12. Court reporter fees as established by statute	12. \$	
13. Other	13. \$	
TOTAL COSTS	\$	935.00

I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

Date: January 12, 2016

Mark D. Hurwitz
 (TYPE OR PRINT NAME)


 (SIGNATURE)

(Proof of service on reverse)

MEMORANDUM OF COSTS (SUMMARY)

SHORT TITLE: Cannae Financial v John Bral	CASE NUMBER: 30-2014-00733044-CU-BC
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PROOF OF ☐ **MAILING** ☐ **PERSONAL DELIVERY**

1. At the time of mailing or personal delivery, I was at least 18 years of age and not a party to this legal action.
2. My residence or business address is (*specify*):
3. I mailed or personally delivered a copy of the *Memorandum of Costs (Summary)* as follows (*complete either a or b*):
 - a. ☐ **Mail.** I am a resident of or employed in the county where the mailing occurred.
 - (1) I enclosed a copy in an envelope AND
 - (a) ☐ **deposited** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - (b) ☐ **placed** the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 - (2) The envelope was addressed and mailed as follows:
 - (a) Name of person served:
 - (b) Address on envelope:
 - (c) Date of mailing:
 - (d) Place of mailing (*city and state*):
 - b. ☐ **Personal delivery.** I personally delivered a copy as follows:
 - (1) Name of person served:
 - (2) Address where delivered:
 - (3) Date delivered:
 - (4) Time delivered:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

.....
(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

MC-011

SHORT TITLE: Cannae Financial v John Bral	CASE NUMBER: 30-2014-00733044-CU-B
MEMORANDUM OF COSTS (WORKSHEET)	

1. Filing and motion fees

<u>Paper filed</u>	<u>Filing fee</u>
a. <u>Complaint (July 9, 2014)</u>	\$ <u>435.00</u>
b. <u>Motion for summary judgment</u> <u>(March 18, 2015)</u>	\$ <u>500.00</u>
c. _____	\$ _____
d. _____	\$ _____
e. _____	\$ _____
f. _____	\$ _____

g. ☐ Information about additional filing and motion fees is contained in Attachment 1g.

TOTAL 1. \$ 935.00

2. Jury fees

<u>Date</u>	<u>Fee & mileage</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____
d. _____	\$ _____

e. ☐ Information about additional jury fees is contained in Attachment 2e.

TOTAL 2. \$ _____

3. Juror food: \$ _____ and lodging: \$ _____

TOTAL 3. \$ _____

4. Deposition costs

<u>Name of deponent</u>	<u>Taking</u>	<u>Transcribing</u>	<u>Travel</u>	<u>Video-taping</u>	<u>Subtotals</u>
a. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
b. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
c. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
d. _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

e. ☐ Information about additional deposition costs is contained in Attachment 4e.

TOTAL 4. \$ _____

(Continued on reverse)

Page 2 of 5

SHORT TITLE: Cannae Financial v John Bral	CASE NUMBER: 30-2014-00733044-CU-B
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5. Service of process

	<u>Name of person served</u>	<u>Public officer</u>	<u>Registered process</u>	<u>Publication</u>	<u>Other (specify)</u>
a.	_____	\$ _____	\$ _____	\$ _____	\$ _____
b.	_____	\$ _____	\$ _____	\$ _____	\$ _____
c.	_____	\$ _____	\$ _____	\$ _____	\$ _____

d. ☐ Information about additional costs for service of process is contained in Attachment 5d.

TOTAL 5. \$

6. Attachment expenses (specify):

6. \$

7. Surety bond premiums (itemize bonds and amounts):

7. \$

8. a. Ordinary witness fees

	<u>Name of witness</u>	<u>Daily fee</u>	<u>Mileage</u>	<u>Total</u>
(1)	_____	_____ days at _____ \$/day	_____ miles at _____ ¢/mile	\$ _____
(2)	_____	_____ days at _____ \$/day	_____ miles at _____ ¢/mile	\$ _____
(3)	_____	_____ days at _____ \$/day	_____ miles at _____ ¢/mile	\$ _____
(4)	_____	_____ days at _____ \$/day	_____ miles at _____ ¢/mile	\$ _____
(5)	_____	_____ days at _____ \$/day	_____ miles at _____ ¢/mile	\$ _____

(6) ☐ Information about additional ordinary witness fees is contained in Attachment 8a(6).

SUBTOTAL 8a. \$

(Continued on next page)

Page 3 of 5

SHORT TITLE: Cannae Financial v John Bral	CASE NUMBER: 30-2014-00733044-CU-B
MEMORANDUM OF COSTS (WORKSHEET) (Continued)	

8. b. Expert fees (per Code of Civil Procedure section 998)

<u>Name of witness</u>	<u>Fee</u>		
(1) _____	_____ hours at \$ _____ /hr	\$ _____	
(2) _____	_____ hours at \$ _____ /hr	\$ _____	
(3) _____	_____ hours at \$ _____ /hr	\$ _____	
(4) _____	_____ hours at \$ _____ /hr	\$ _____	

(5) ☐ Information about additional expert witness fees is contained in Attachment 8b(5).

SUBTOTAL 8b. \$

c. Court-ordered expert fees

<u>Name of witness</u>	<u>Fee</u>		
(1) _____	_____ hours at \$ _____ /hr	\$ _____	
(2) _____	_____ hours at \$ _____ /hr	\$ _____	

(3) ☐ Information about additional court-ordered expert witness fees is contained in Attachment 8c(3).

SUBTOTAL 8c. \$

TOTAL (8a, 8b, & 8c) 8. \$

9. Court-ordered transcripts (specify): 9. \$

10. Attorney fees (enter here if contractual or statutory fees are fixed without necessity of a court determination; otherwise a noticed motion is required): 10. \$

11. Models, blowups, and photocopies of exhibits (specify): 11. \$

12. Court reporter fees (as established by statute)

a. (Name of reporter): Fees: \$

b. (Name of reporter): Fees: \$

c. ☐ Information about additional court reporter fees is contained in Attachment 12c.

TOTAL 12. \$

13. ☐ Other (specify): 13. \$

TOTAL COSTS	\$ <u>935.00</u>
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(Additional information may be supplied on the reverse)

Page 4 of 5

SHORT TITLE: Cannae Financial v John Bral

CASE NUMBER:

30-2014-00733044-CU-B

MEMORANDUM OF COSTS (WORKSHEET) (Continued)

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 815 Moraga Drive, Los Angeles, California 90049.

On January 12, 2016, I served the documents described as **MEMORANDUM OF COSTS (SUMMARY)** on the interested parties in this action by placing a true copy thereof in sealed envelope(s) addressed as follows:

Bobby Samini, Esq. (SBN 181796)
SAMINI SCHEINBERG, PC
840 Newport Center Drive, Suite 700
Newport Beach, California 92660
Telephone: (949) 724-0900
Facsimile: (949) 724-0901

Lloyd K. Chapman, Esq.
LAW OFFICE OF LLOYD K. CHAPMAN
4558 Sherman Oaks Ave., 2nd Floor
Sherman Oaks, CA 91403
Phone: (818) 304-8412
Facsimile: (818) 990-1477
Email: lkchapmanlaw@gmail.com

☒ By Mail

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 12, 2016, at Los Angeles, California.


Heidi Petrilli

EXHIBIT D

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

09/08/2015 at 11:22:00 AM

Clerk of the Superior Court
By Joseph Tran, Deputy Clerk

1 LEVY, SMALL & LALLAS
A Partnership Including Professional Corporations
2 TOM LALLAS (SBN: 66512)
815 Moraga Drive
3 Los Angeles, California 90049-1633
Telephone: (310) 471-3000
4 Facsimile: (310) 471-7990
5 Attorneys for Plaintiff and Judgment Creditor
CANNAE FINANCIAL, LLC
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CENTRAL DISTRICT**

11 CANNAE FINANCIAL, LLC,
a California limited liability company,

12 Plaintiff,

13 v.

14 JOHN BRAL, an individual, and DOES
15 1 through 20, inclusive,

16 Defendants.
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CASE NO. 30-2014-00733044-CU-BC-CJC
[Hon. Gregory H. Lewis; Dept. "C26"]

**NOTICE OF MOTION AND MOTION FOR
CHARGING ORDER; DECLARATION OF
BARRY BEITLER**

December 07, 2015

Date: ~~November 2, 2015~~
Time: 10:30 a.m.
Dept.: C26

[Reservation No. 72229380]

Judgment Entered: July 16, 2015

NOTICE OF MOTION

TO JUDGMENT DEBTOR JOHN BRAL AND TO WESTCLIFF INVESTORS, LLC:

December 07

PLEASE TAKE NOTICE that on ~~November 2~~, 2015 at 10:30 a.m. in Department C26 of the above-entitled Court, located at 700 Civic Center Drive West, Santa Ana, California 92701, Judgment Creditor Cannae Financial, LLC ("Cannae") will move this Court for issuance of an order (1) charging the membership interest of Judgment Debtor John Bral ("Bral"), in the limited liability company known as Westcliff Investors, LLC ("Westcliff"), with payment of the unpaid balance of the judgment entered in this action, which currently totals \$321,320.17 (plus recoverable costs and attorney's fees), (2) directing Westcliff and all members thereof to pay directly to Cannae any money or property due or to become due to Bral, until the amount remaining due on the Judgment, plus all accrued interest and post-judgment costs thereon, is paid in full, and (3) foreclosing on Bral's membership interest in Westcliff.

This Motion is made pursuant to Code of Civil Procedure sections 708.310 and 708.320, and Corporations Code section 17705.03, on the grounds that the Judgment entered against Bral in this action remains unsatisfied in the amount indicated above, and Bral has a membership interest in Westcliff.

This Motion based upon this Notice of Motion, the attached Memorandum of Points and Authorities, the attached Declaration of Barry Beitler, the pleadings and papers on file herein, and such other evidence and argument as the Court may consider.

DATED: September 8, 2015

LEVY, SMALL & LALLAS
A Partnership Including Professional Corporations
TOM LALLAS

By: 

TOM LALLAS

Attorneys for Plaintiff and Judgment Creditor
CANNAE FINANCIAL, LLC

31643

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Code of Civil Procedure ("CCP") section 708.310 provides that, if a money judgment is
3 rendered against a member of a limited liability company ("LLC"), but not against the LLC
4 itself, the judgment debtor's interest in the LLC may be applied toward the satisfaction of the
5 judgment by an order charging the judgment debtor's interest pursuant to Corporations Code
6 section 17705.03.

7 Corporations Code section 17705.03, which is applicable here, provides that the Court
8 that entered the judgment may charge the assignable membership interest of the debtor-member
9 with payment of the unsatisfied amount of the judgment and interest and costs thereon and may
10 make all other orders which the circumstances of the case require, .

11 Since (a) judgment debtor John Bral ("Bral") is a member of the LLC known as Westcliff
12 Investors, LLC ("Westcliff"), and (b) judgment creditor Cannae Financial, LLC ("Cannae") has
13 a judgment against Bral that was entered on July 16, 2015 in this action ("Judgment"), the Court
14 should enter an order on this motion applying Bral's interest in Westcliff toward satisfaction of
15 the Judgment and directing Westcliff and all of the members thereof to pay directly to Cannae
16 any sums or property now or hereafter due to Bral, until the total amount of the Judgment, with
17 interest and costs thereon, is paid in full.

18 Furthermore, Cannae is entitled to an order of foreclosure on Bral's interest in Westcliff.
19 Corporations Code section 17705.03(b)(3) provides that "[u]pon a showing that distributions
20 under a charging order will not pay the judgment debt within a reasonable time," the Court may
21 "foreclose the lien" created by the charging order and "order the sale of the transferable interest"
22 of the judgment debtor in the LLC. As shown by the accompanying declaration of Barry Beitler,
23 the distributions under a charging order against Bral herein will not pay Cannae's Judgment
24 within a reasonable time.

25 For the foregoing reasons, Cannae respectfully requests that the Court issue an order
26 (1) charging Bral's membership interest in Westcliff with payment of the unpaid balance of the
27 Judgment entered in favor of Cannae in this action, which currently totals \$321,320.17 (plus
28 recoverable costs and attorney's fees), (2) directing Westcliff and all members thereof to pay

1 directly to Cannae any money or property due or to become due to Bral, until the amount
2 remaining due on the Judgment, plus all accrued interest and post-judgment costs thereon, is paid
3 in full, and (3) foreclosing on Bral's membership interest in Westcliff.

4
5 DATED: September 8, 2015

LEVY, SMALL & LALLAS
A Partnership Including Professional Corporations
TOM LALLAS

6
7
8 By: 

TOM LALLAS

9
10 Attorneys for Plaintiff and Judgment Creditor
CANNAE FINANCIAL, LLC

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DECLARATION OF BARRY BEITLER

I, BARRY BEITLER, declare as follows:

1. I am the managing member of Cannae Financial, LLC ("Cannae"), the Plaintiff and Judgment Creditor in this action. I have personal, first-hand knowledge of the entire contents of this Declaration and, if called upon to do so, could and would competently testify thereto.

2. I am also a manager and member of Westcliff Investors, LLC ("Westcliff"), which is a California limited liability company.

3. The other members of Westcliff are (a) John Bral ("Bral"), who is the Defendant and Judgment Debtor in this action, and (b) Betsy Boyd.

4. The Judgment in favor of Cannae in this action was entered by the Court in favor of Cannae and against Bral on July 16, 2015. Enforcement of the Judgment has not been stayed by stipulation, order of the Court, or any applicable law.

5. The amount due and owing on the Judgment as of September 8, 2015 is the sum of \$321,320.17, which includes (i) the sum of \$313,041.69 as of May 31, 2015 as stated in the Judgment, (ii) prejudgment interest in the sum of \$3,593.98, at the rate of \$78.13 per day as set forth in the Judgment, through the July 16, 2015 date of entry of Judgment, and (iii) post-judgment interest from and after July 16, 2015 for 54 days through September 8, 2015, at the statutory rate of 10% per annum, or \$86.75 per day, in the sum of \$4,684.50. The foregoing sum does not include costs and attorney's fees, which Cannae may also be entitled to recover.

6. No amount has been paid on the Judgment.

7. The distributions, if any, that Bral may be entitled to receive from Westcliff are not sufficient to satisfy the Judgment within a reasonable time.

8. Attached hereto as Exhibits 1 and 2, respectively, are the profit and loss statements ("P&Ls") that Bral prepared for Westcliff and provided to me for the first and second quarters of 2015.

9. Attached hereto as Exhibit 3 is a copy of the Promissory Note dated July 21, 2015 ("Note") that Bral and I signed as managing members of Westcliff, pursuant to which Westcliff is obligated to pay the principal sum of \$400,000 plus interest at the rate of 9% per annum.

10. As reflected by the 2015 P&Ls and the Note, even under optimistic projections, it would likely take at least four years for distributions from Westcliff to Bral to be sufficient to satisfy the judgment:

- The P&L for the first quarter of 2015 [Ex. 1] shows that Westcliff had net income of \$56,075.74, which if maintained for all four quarters of 2015 would mean net income for the year in the sum of \$224,302.96;
- Bral holds no more than a 47.5% interest in Westcliff, so a distribution to him of a gross share of that net income for 2015 would be no more than \$106,543.91;
- The P&L for the second quarter of 2015 [Ex. 2] shows that Westcliff had net income of \$46,249.33, which is 17.5% less than the first quarter income and indicates that net income for 2015 may be substantially less than \$224,302.96, with Bral's distribution being reduced accordingly;
- The P&Ls do not reflect the Note or the obligations thereunder, including the \$3,000 per month of interest, amounting to \$36,000 per year, which would be allocated 50% to my capital account and 50% to Bral's, further reducing each of our distributions by \$18,000 per year;
- The Note comes due on July 20, 2016, at which time Westcliff will have to pay it or will have to refinance it, thus further reducing the cash available for distributions to Bral or other members;
- Even if Bral were nonetheless to receive distributions from Westcliff of \$80,000 to \$90,000 per year, it would take at least four years to satisfy the Judgment.

11. Attached hereto collectively as Exhibit 4 are the P&Ls for Westcliff for 2011, 2012 and 2013, and attached hereto as Exhibit 5 is a copy of an excerpt of Westcliff's tax return for 2014. These P&Ls and tax return show that Westcliff had (i) net income of \$141,180.69 in 2011, (ii) a net loss of (\$79,872.76) in 2012, (iii) net income of \$141,180.86 in 2013, and (iv) net

1 income of \$184,999.00. Thus, the average net income for Westcliff for those four years was
2 \$96,871.95, leaving Bral with an annual distribution of \$46,014.18 based on a 47.5%
3 membership interest. If Bral's distributions are similar for the next several years, while the
4 Judgment continues to accrue interest at 10% per annum amounting to well over \$30,000 per
5 year, it could take as long as 10 years or more for Bral to receive distributions in an amount
6 sufficient to satisfy the Judgment.

7 12. My address is 825 S. Barrington Avenue, Los Angeles, California 90049. Betsy
8 Boyd's address is 3453 Sommerset Circle, Costa Mesa, California 92626. Bral's residential
9 address is 64 Sandpiper, Irvine, California 92604. Bral's business address is 2610 Main Street,
10 Suite 960, Irvine, California 92614, which is also the address Bral caused to be listed with the
11 California Secretary of State as Westcliff's address. Although I am a member and manager of
12 Westcliff, in an abundance of caution, I will cause service of this Motion on Westcliff to be
13 made by delivering a copy thereof to Bral at his business address.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed this 8th day of September, 2015 at Los Angeles, California.

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20 BARRY BEITLER

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January through March 2015

	<u>Jan - Mar 15</u>
Ordinary Income/Expense	
Income	
7040 • CAM Reimbursements	8,524.44
7050 • Rental	159,411.24
Total Income	<u>167,935.68</u>
Expense	
8300 • CAM	
Insurance	270.02
Janitorial Service	160.00
Landscape Maintenance	2,234.64
Pest Control	237.00
Property Managment	4,500.00
Property Tax	
Property Tax Payment	22,718.92
Total Property Tax	<u>22,718.92</u>
Repairs and Maintenance	
Building Repair	1,470.00
Electrical Repair	494.10
HVAC Maintenance & Repairs	375.00
Total Repairs and Maintenance	<u>2,339.10</u>
Security Patrol	560.00
Trash Service	1,648.95
Utilities	
Electricity	7,912.39
Gas	525.01
Water	470.68
Water and Sewer	545.95
Total Utilities	<u>9,454.03</u>
Total 8300 • CAM	<u>44,122.66</u>
8480 • Bank Service Charges	75.00
8530 • Filing Fees	20.00
8540 • Mortgage	
Principal	bral36
Interest	54,189.15
Total 8540 • Mortgage	<u>54,189.15</u>
8550 • Lease Commission	13,453.13
8999 • Void	0.00
Total Expense	<u>111,859.94</u>
Net Ordinary Income	<u>56,075.74</u>
Net Income	<u><u>56,075.74</u></u>

Profit & Loss

April through June 2015

Apr - Jun 15

Ordinary Income/Expense

Income

7040 • CAM Reimbursements	8,565.71
7050 • Rental	157,693.50
Total Income	166,259.21

Expense

8300 • CAM

Insurance

Liability Insurance	3,565.89
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Total Insurance	3,565.89
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Janitorial Service	240.00
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Landscape Maintenance

Landscaping supplies	450.00
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Landscape Maintenance - Other	2,900.00
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Total Landscape Maintenance	3,350.00
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Pest Control	237.00
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Property Managment	4,500.00
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Repairs and Maintenance

Building Supplies	28.00
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Electrical Repair	370.08
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HVAC Maintenance & Repairs	1,341.75
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Keys/Locks	224.27
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Painting	100.00
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Plumbing	175.00
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Total Repairs and Maintenance	2,239.10
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Security Patrol	840.00
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Trash Service	1,648.95
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Utilities

Electricity	9,039.46
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Gas	569.76
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Water	1,550.64
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Water and Sewer	628.57
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Total Utilities	11,788.43
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Total 8300 • CAM	28,409.37
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8480 • Bank Service Charges	10.00
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8540 • Interest Expense

Principal	24,220.88
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Interest	55,024.36
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Total 8540 • Interest Expense	79,245.24
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Profit & Loss

April through June 2015

Apr - Jun 15

8550 • Lease Renewal	6,645.47
8560 • Licenses and Permits	163.00
8910 • Professional Fees	
Consulting	1,036.80
8910 • Professional Fees - Other	1,200.00
Total 8910 • Professional Fees	<u>2,236.80</u>
8940 • Taxes	
State	3,300.00
Total 8940 • Taxes	<u>3,300.00</u>
Total Expense	<u>120,009.88</u>
Net Ordinary Income	<u>46,249.33</u>
Net Income	<u><u>46,249.33</u></u>

**PROMISSORY NOTE SECURED BY
DEED OF TRUST**

\$400,000.00

Los Angeles, California

July 21, 2015

On July 21, 2015, for value received, the undersigned Westcliff Investors, LLC, a California limited liability company ("Borrower") does hereby promise to pay to George Gelsebach, a married man as his sole and separate property or order ("Lender"), at a place designated by the holder(s) hereof the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), with interest from the date of July 21, 2015 until paid, at the rate of Nine percent (9.00%) per annum, payable in monthly installments equal to INTEREST ONLY, or more, on the then unpaid principal balance, on the 20th day of each and every month, with installments to commence on August 20, 2015 and to continue monthly thereafter until the 20th day of July 2016, at which time all principal and accrued interest then unpaid shall become due and payable in full ("Maturity Date").

Interest shall be computed daily based upon a three hundred sixty (360) day year for the actual number of day elapsed. Should interest not be paid when due, it shall become part of the principal and thereafter bear interest as herein provided.

This purpose of the loan established by this Promissory Note (the "Note") is for a commercial business purpose only.

This Note shall be secured by a second deed of trust against the real property commonly known as 1901 Westcliff Drive, City of Newport Beach, County of Orange, State of California 90210 ("Westcliff Deed of Trust"), also identified by its Assessors Parcel Number: 117-631-15 ("Westcliff Property").


Notwithstanding anything to the contrary herein, it is understood and agreed to by Borrower, that no portion of the principal of the loan evidenced by this Note may be paid off prior to January 20, 2016 ("Prepayment Date"), except and unless all interest that would otherwise be paid by the Borrower on the portion of the Note so being repaid during the term of this Loan as of the Prepayment Date is paid in full.

In the event of transfer or sale of the "Westcliff Property", whether voluntarily, involuntarily or by operation of law, all amounts owing hereunder shall, at the option of the holder hereof, become immediately due and payable in full.

Page 1

DO NOT DESTROY THIS NOTE: When paid, this Note, with the Westcliff Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made

Exhibit "3"


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The Borrower is accepting liability under the Note and the Westcliff Deed of Trust and all other instruments and documents entered into in connection therewith (collectively, the "Loan Documents") in consideration of the financial accommodations provided by Lender under the Note, for the benefit of Borrower, and in consideration of all other obligations under the Loan Documents (the "Obligations").

Late Charge. Borrower promises that the Borrower shall pay to the holder of this Note a late charge in an amount equal to Five percent (5.000%) of each installment, whether principal or interest, more than Ten (10) days in arrears for the purpose of defraying the expenses incident to handling such delinquent payments. Borrower acknowledges and agrees that it is extremely difficult and impractical to ascertain the extent of such expense and that proof of actual damages would be costly or inconvenient. Borrower therefore agrees that such late charge represents a reasonable sum considering all of the circumstances existing on the date of this Note and represents a fair and reasonable estimate of the costs that will be sustained by the holder due to the failure of Borrower to make timely payments. Such later charge shall be paid without prejudice to the right of the holder to collect any other amounts provided to be paid or to declare a default under this Note or under the Westcliff Deed of Trust or from exercising any of the other rights and remedies of the holder, including, without limitation, the right to declare the entire balance and principal and accrued interest then remaining unpaid immediately due and payable.

Default. Should default be made in the payment of principal or interest when due or in the performance or observance when due of any term, covenant or condition of the Westcliff Deed of Trust or other agreement (including amendments and extensions thereof) securing or pertaining to this Note, then, at the option of the holder hereof and without any requirement of notice or demand, the entire balance of principal and accrued interest then remaining unpaid shall become immediately due and payable and thereafter bear interest, until paid in full, at the increased rate of Six percent (6%) per annum over and above the interest rate, resulting in an aggregate interest rate of Fifteen percent (15%) per annum. Borrower acknowledges and agrees that during the time that any payment of principal, interest or other amounts due under this Note is delinquent, the holder will incur additional costs and expenses attributable to his loss of use of the money due and to the adverse impact on the holder's ability to avail himself of other opportunities. Borrower acknowledges and agrees that it is extremely difficult and impractical to ascertain the extent of such costs and expenses and that proof of actual damages would be costly or inconvenient. Borrower therefore agrees that interest at the increased rate of Six percent (6%) per annum over and above the interest rate contracted for in this Note resulting in an interest rate of Fifteen percent (15%) represents a reasonable sum considering all the circumstances existing on the date of this Note and represents a fair and reasonable estimate of such costs and expenses. No delay or omission on the part of the holder hereof in exercising any right hereunder, or under any such deed of trust, security agreement or other agreement shall operate as a waiver of such right or of any other right under this Note or under any such deed of trust, security agreement or other agreement.

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Usury Laws. In no event, whether by acceleration of this Note, or otherwise, shall the amount of interest paid or agreed to be paid under this Note exceed the highest lawful rate allowed by applicable law as of the date of this Note, it being the express intention of Lender and Borrower that in such event Lender shall be entitled to receive the maximum amount of interest allowed by applicable law. If any provision hereof is determined to result in payment of interest in excess of the maximum amount allowed by applicable law then the amount required to be paid pursuant to such provision shall automatically be reduced to such maximum amount. If for any reason interest, or any other payment determined to be in the nature of interest, is charged or collected by Lender, or is paid by Borrowers and is determined to exceed the limit prescribed by law, any sums so charged, collected or paid which exceed such limit shall be deemed to have resulted from mutual mistake, and such sums which exceed such limit shall be refunded to Borrowers. Borrowers hereby acknowledges that the loan evidenced by this Note is exempt from the restrictions on interest rates imposed by Section 1 of Article XV of the California Constitution, because said loan (i) was arranged by a person licensed as a real estate broker by the State of California, and (ii) is secured by a lien on real property.

Payment. Principal and interest shall be payable in lawful money of the United States without setoff, demand or counterclaim.

Collection Fees and Costs. If this Note is not paid when due, whether at its specified or accelerated maturity date, Borrower promises to pay all costs of collection and enforcement of this Note, including, but not limited to, reasonable attorneys' fees and costs, incurred by the holder hereof on account of such collection or enforcement, whether or not suit is filed hereon. If any action shall be instituted on this Note, the Borrowers promises to pay such sum as the Court may fix as attorney's fees and costs.

Continuing Obligations Until Final Satisfaction. The provisions of this Note shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy or reorganization of the Borrower, or otherwise, the provisions of this Note will forthwith be reinstated in effect, as though such payment had not been made.

Waivers. Borrower acknowledges and agrees to each of the following waivers:

(a) Borrower waives the defense of the statute of limitations in any action on this Note. Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors and endorsers of this Note. Such parties expressly consent to any extension of the time of payment hereof or any installment hereof, to any renewal, and to the release of any or all of the security given for the payment of this Note or the release of any party liable for this obligation.

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(b) Except as otherwise expressly provided in any Loan Document, Borrower hereby waives notice of acceptance of its liability, notice of any advances under or pursuant to the Note, notice of the occurrence of any default or of any demand for any payment under the Note, notice of any action at any time taken or omitted by Lender under or in respect of any of the Obligations, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with the Loan Documents (except as otherwise expressly provided in this Note). Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Lender at any time or times in respect of any default by any person or entity composing the Borrower in the performance or satisfaction of any term, covenant, condition or provision of any Loan Document, any and all other indulgences whatsoever by Lender in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any person or entity composing Borrower.

(c) Borrower waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Lender's rights of subrogation and reimbursement against the Borrower by the operation of Section 580(d) of the California Code of Civil Procedure or otherwise.

(d) Borrower waives all rights and defenses it may have because the Obligations are secured by real property. This means, among other things:

(i) Lender may collect from such person or entity without first foreclosing on any real or personal property collateral pledged by the Borrower.

(ii) If Lender forecloses on any real property collateral pledged by Borrower:

A. The amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.


B. Lender may collect from such person or entity even if Lender, by foreclosing on the real property collateral, has destroyed any right such person or entity may have to collect from any other person or entity composing Borrower.

This is an unconditional and irrevocable waiver of any rights and defenses such person or entity may have because the Obligations of Borrower are secured by real property. These rights and

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defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d or 726 of the California Code of Civil Procedure.

(e) The provisions of this Note are made for the benefit of Lender and respective successors and assigns, and may be enforced by it or them from time to time against the Borrower as often as occasion therefor may arise and without requirement on the part of Lender, successor, or assign first to marshal any of his/its or their claims or to exercise any of its or their rights against any of the other persons or entities composing Borrower or to exhaust any remedies available to it or them against any of the other persons or entities composing Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy.

Representations and Warranties. Borrower represents and warrants to Lender as of the date first above written and throughout the term of this Note until paid in full, the following:

(a) Authority. Borrower in executing this Note and the documents and instruments referenced herein has the legal power, right and actual authority to bind Borrower to the terms and conditions hereof and thereof. This Note and all documents and instruments required hereby to be executed by Borrowers are, and shall be, valid, legally binding obligations of, and enforceable against, Borrower, in accordance with their terms.

(b) Bankruptcy. Borrower is not a party to any voluntary or involuntary proceedings in bankruptcy, reorganization or similar proceedings under the Federal bankruptcy laws or under any state laws relating to the protection of debtors, or subject to any general assignment for the benefit of the creditors and, to Borrower's knowledge, no such action has been threatened in writing.

(c) Litigation; Legal Proceeding. Borrower has no knowledge of any litigation, arbitration or other legal or administrative suit, action, proceeding or investigation of any kind threatened or pending in any court, before any arbitrator, or before any governmental authority against the Borrowers which would materially and adversely affect the Borrower's performance under this Note and the instruments referenced herein.

(d) No Violation. To Borrower's knowledge, the execution, delivery and performance of this Note and the documents and instruments delivered by Borrower and consummation of the transactions contemplated hereby and thereby will not (a) violate or conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any material contract or agreement binding upon Borrower, or (b) constitute a material violation of any applicable code, resolution, law, statute, regulation, ordinance, judgment, rule, decree or order by which the Borrower is bound.

Governing Law. This Note shall be governed, construed and interpreted by the laws of the State of California.

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Jurisdiction. The Borrower acknowledges and agrees that this Note has been entered into by Borrower in the County of Los Angeles, State of California and that any law suit, action or other legal proceeding arising out of, connected to or related to this Note shall be held in the Superior Court of California for the County of Los Angeles.

Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered by personal service, professional messenger service or reputable overnight courier or certified United States Mail and shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, and if not so received, shall be deemed received upon the following business day.

To Gelsebach: George Gelsebach
 15426 Briarwood Drive
 Los Angeles, CA 91403

and

To Borrower: Westcliff Investors, LLC
 825 S. Barrington Avenue Los
 Angeles, California 90049
 Attention: Barry Beitler

Westcliff Investors, LLC
2601 Main Street, Suite 960
Irvine, California 92614
Attention: John Bral


Notice of change of address shall be given by written notice in the manner detailed in this Section.

Notwithstanding anything to the contrary herein, Lender and its successors and assigns or any assignee or holder shall not assign, sell and/or transfer any right, title and/or interest in this Note and the Westcliff Deed of Trust to Barry Beitler ("Beitler") or any affiliate of Beitler. Affiliate shall mean any entity in which Beitler holds any right, title and/or interest, or manages or controls.

[Signature On Next Page]

Borrower has executed this Note, consisting of seven (7) pages, on the date first above written, at Los Angeles, California.

Westcliff Investors, LLC
a California limited liability company


By: John Bral
Its: Managing Member

Westcliff Investors, LLC,
a California limited liability company


By: Barry Beitler
Its: Managing Member

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09/02/15
Cash Basis

Westcliff Investors, LLC
Profit & Loss
January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
CAM Reimbursements	17,525.98
Rental	473,374.33
Total Income	490,900.31
Expense	
Transfer	-75.58
Credit Report	15.00
CAM	
Property Management	11,179.26
Trash Service	5,537.52
Insurance	
Liability Insurance	4,354.00
Insurance - Other	2,833.00
Total Insurance	7,187.00
Repairs and Maintenance	
HVAC Preventative Maintenance	150.00
HVAC Repairs	1,046.57
Building Repair	9,931.40
Keys	
Keys/Locks	251.45
Total Keys	251.45
Plumbing	729.25
Total Repairs and Maintenance	12,108.67
Property Tax	23,741.06
Building Security	6,612.00
Pest Control	1,127.00
Building Supplies	
Signage	106.56
Total Building Supplies	106.56
Utilities	
Electricity	36,020.47
Water and Sewer	4,339.23
Gas	3,198.96
Total Utilities	43,558.66
Landscape Maintenance	
Landscaping supplies	19.55
Landscape Maintenance - Other	7,205.39
Total Landscape Maintenance	7,224.94
HVAC Maintenance	362.50
Janitorial Service	665.00
Total CAM	119,410.17
Commission Paid	0.00
Appraisal	7,730.00
Plans	1,800.00
Reimbursement	-15.00
Bank Service Charges	163.16
Contributions	250.00
Interest Expense	
Loan Interest	-562.64
Mortgage	204,044.68
Total Interest Expense	203,482.04
Lease Commission	7,358.52
Licenses and Permits	151.00
Miscellaneous	1,000.00
Postage and Delivery	63.95

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Cash Basis

Westcliff Investors, LLC
Profit & Loss
January through December 2011

	Jan - Dec 11
Professional Fees	
Consulting	2,530.00
Legal Fees	3,000.00
Total Professional Fees	5,530.00
Supplies	
Office	22.90
Total Supplies	22.90
Taxes	
State	2,371.46
Taxes - Other	462.00
Total Taxes	2,833.46
Total Expense	349,719.62
Net Ordinary Income	141,180.69
Net Income	141,180.69

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Cash Basis

Westcliff Investors, LLC
Profit & Loss
January through December 2012

	Jan - Dec 12
Ordinary Income/Expense	
Income	
7040 · CAM Reimbursements	16,477.03
7050 · Rental	491,986.96
Total Income	508,463.99
Expense	
8010 · Past Due Property Management	8,000.00
8020 · Gas Line repair	27,290.00
8030 · DEMO	2,200.00
8300 · CAM	
Painting	20,090.00
Property Managment	18,000.00
Trash Service	6,751.02
Insurance	183.00
Repairs and Maintenance	
Electrical Repair	5,044.75
Paving	41,025.00
HVAC Repairs	4,671.00
Equipment Repairs	0.00
Building Repair	1,710.75
Plumbing	4,675.00
Repairs and Maintenance - Other	9.12
Total Repairs and Maintenance	57,135.62
Property Tax	42,975.58
Building Security	2,520.00
Pest Control	1,514.00
Building Supplies	
Signage	111.98
Building Supplies - Other	107.43
Total Building Supplies	219.41
Utilities	
Electricity	35,132.00
Water and Sewer	3,631.27
Gas	2,435.74
Total Utilities	41,199.01
Landscape Maintenance	
Landscaping supplies	40.96
Landscape Maintenance - Other	8,400.00
Total Landscape Maintenance	8,440.96
HVAC Maintenance	1,775.41
Janitorial Service	1,405.35
Total 8300 · CAM	202,209.36
8320 · Notary	120.00
8360 · Void	0.00
8380 · Permits	4,313.10
8000 · Business Gifts	529.52
8460 · Amortization Expense	7,340.00
8480 · Bank Service Charges	203.00
8510 · Depreciation Expense	37,759.00
8530 · Filing Fees	20.00
8540 · Interest Expense	
Mortgage	249,634.43
Total 8540 · Interest Expense	249,634.43
8590 · Postage and Delivery	17.98

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Cash Basis

Westcliff Investors, LLC
Profit & Loss
January through December 2012

	Jan - Dec 12
8910 • Professional Fees	
Accounting	1,100.00
Consulting	21,700.00
Legal Fees	19,408.00
Total 8910 • Professional Fees	42,208.00
8930 • Supplies	
Office	22.90
Total 8930 • Supplies	22.90
8940 • Taxes	
State	1,720.46
Total 8940 • Taxes	1,720.46
Total Expense	583,587.75
Net Ordinary Income	-75,123.76
Other Income/Expense	
Other Income	
9010 • Other Income	-4,749.00
Total Other Income	-4,749.00
Net Other Income	-4,749.00
Net Income	-79,872.76

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Cash Basis

Westcliff Investors, LLC
Profit & Loss
January through December 2013

	Jan - Dec 13
Ordinary Income/Expense	
Income	
7020 · Fee Income	-3,534.99
7040 · CAM Reimbursements	23,734.47
7050 · Rental	537,527.36
Total Income	557,726.84
Expense	
Architectural Fees	
Beck Martin	3,169.31
Ware Malcomb	22,500.00
Total Architectural Fees	25,669.31
8000 · Business Gifts	243.00
8010 · Past Due Property Management	6,000.00
8300 · CAM	
Insurance	10,234.00
Janitorial Service	1,570.00
Landscape Maintenance	9,053.54
Pest Control	1,146.00
Property Managment	18,000.00
Property Tax	44,374.53
Repairs and Maintenance	
Building Repair	1,565.00
Electrical Repair	160.00
HVAC Maintenance & Repairs	2,536.50
Keys/Locks	10.75
Painting	5.98
Plumbing	430.00
Total Repairs and Maintenance	4,708.23
Security Patrol	3,640.00
Signage	172.85
Trash Service	6,366.60
Utilities	
Electricity	36,407.74
Gas	3,143.75
Water	4,484.38
Water and Sewer	2,350.48
Total Utilities	46,386.35
Total 8300 · CAM	145,652.10
8320 · Notary	305.00
8340 · Appraisal	10,200.00
8460 · Amortization Expense	5,737.00
8480 · Bank Service Charges	70.00
8505 · Donation	1,020.00
8510 · Depreciation Expense	48,812.00
8530 · Filing Fees	0.00
8540 · Interest Expense	
Javaher Interest Expense	5,230.34
Mortgage	209,268.87
Total 8540 · Interest Expense	214,499.21
8560 · Licenses and Permits	175.00
8590 · Postage and Delivery	44.63
8910 · Professional Fees	
Accounting	1,100.00
Legal Fees	5,958.82
Total 8910 · Professional Fees	7,058.82
8930 · Supplies	
Office	81.62
Total 8930 · Supplies	81.62

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09/02/15

Cash Basis

Westcliff Investors, LLC
Profit & Loss
January through December 2013

	Jan - Dec 13
8940 • Taxes	
State	1,700.00
Total 8940 • Taxes	1,700.00
8999 • Void	0.00
Total Expense	467,267.69
Net Ordinary Income	90,459.15
Other Income/Expense	
Other Income	
9010 • Other Income	24,303.00
Total Other Income	24,303.00
Net Other Income	24,303.00
Net Income	114,762.15

Form 1065 Department of the Treasury Internal Revenue Service		U.S. Return of Partnership Income For calendar year 2014, or tax year beginning _____, 2014, ending _____, 20____.		OMB No. 1545-0123 2014	
Information about Form 1065 and its separate instructions is at www.irs.gov/form1065 .					
A Principal business activity LEASING		Type or Print	WESTCLIFF INVESTORS, LLC 2601 MAIN STREET, SUITE 960 IRVINE, CA 92614		D Employer identification no. 55-0820084
B Principal product or service COML BLDG					E Date business started 3/01/2003
C Business code number 531120					F Total assets (see the instrs) \$ 4,686,750.
G Check applicable boxes: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change (5) <input type="checkbox"/> Amended return (6) <input type="checkbox"/> Technical termination — also check (1) or (2)					
H Check accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) _____					
I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year _____ 3					
J Check if Schedules C and M-3 are attached _____ <input type="checkbox"/>					
Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.					
I N C O M E	1 a Gross receipts or sales		1 a		1 c
	b Returns and allowances		1 b		
	c Balance. Subtract line 1b from line 1a				
	2 Cost of goods sold (attach Form 1125-A)				2
	3 Gross profit. Subtract line 2 from line 1c				3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)				4
	5 Net farm profit (loss) (attach Schedule F (Form 1040))				5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)				6
S E E I N S T R U C T I O N S F O R L I M I T A T I O N S	7 Other income (loss) (attach statement)				7
	8 Total income (loss). Combine lines 3 through 7				8
	9 Salaries and wages (other than to partners) (less employment credits)				9
	10 Guaranteed payments to partners				10
	11 Repairs and maintenance				11
	12 Bad debts				12
	13 Rent				13
	14 Taxes and licenses				14
	15 Interest				15
	16a Depreciation (if required, attach Form 4562)		16 a		
	b Less depreciation reported on Form 1125-A and elsewhere on return		16 b		16 c
	17 Depletion (Do not deduct oil and gas depletion)				17
	18 Retirement plans, etc.				18
	19 Employee benefit programs				19
20 Other deductions (attach statement)				20	
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20				21	
22 Ordinary business income (loss). Subtract line 21 from line 8				22	
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.					
Sign Here Signature of general partner or limited liability company member manager _____ Date _____		May the IRS discuss this return with the preparer shown below (see instrs)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Print/Type preparer's name JODI RISTROM		Preparer's signature JODI RISTROM		Date _____ Check <input type="checkbox"/> if self-employed PTIN P01706506	
Firm's name HMWC CPAS AND BUSINESS ADVISORS		Firm's EIN 95-2790665			
Firm's address 17501 EAST 17TH STREET, SUITE 100 TUSTIN, CA 92780-7924		Phone no. (714) 505-9000			

BAA For Paperwork Reduction Act Notice, see separate instructions.

PTPA0105L 12/23/14

Form 1065 (2014)

Form 1065 (2014) WESTCLIFF INVESTORS, LLC 55-0820084

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Analysis of Net Income (Loss)

1	Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16i.	1	184,999.
2	Analysis by partner type:		
	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)
a	General partners		
b	Limited partners	184,999.	

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		83,901.		105,749.
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach stmt)				
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach stmt) SEE ST 2.		364,236.		365,738.
9a	Buildings and other depreciable assets	1,422,028.		1,448,538.	
b	Less accumulated depreciation	392,457.	1,029,571.	445,375.	1,003,163.
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		2,730,000.		2,730,000.
12a	Intangible assets (amortizable only)	52,770.		77,180.	
b	Less accumulated amortization	11,014.	41,756.	16,270.	60,910.
13	Other assets (attach stmt) SEE ST 3.		417,881.		421,190.
14	Total assets		4,667,345.		4,686,750.
Liabilities and Capital					
15	Accounts payable		-3,602.		-3,602.
16	Mortgages, notes, bonds payable in less than 1 year				
17	Other current liabilities (attach stmt)				
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more		4,237,388.		4,135,441.
20	Other liabilities (attach stmt) SEE ST 4.		83,125.		71,655.
21	Partners' capital accounts		350,434.		483,256.
22	Total liabilities and capital		4,667,345.		4,686,750.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note. The partnership may be required to file Schedule M-3 (see instructions).

1	Net income (loss) per books	184,999.	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest	\$
3	Guaranteed prmts (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16i, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16i (itemize):		a	Depreciation	\$
a	Depreciation	\$	8	Add lines 6 and 7	
b	Travel and entertainment	\$	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	184,999.
5	Add lines 1 through 4	184,999.			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	350,434.	6	Distributions: a Cash	52,177.
2	Capital contributed: a Cash		b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	184,999.	8	Add lines 6 and 7	52,177.
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	483,256.
5	Add lines 1 through 4	535,433.			

PTPA0134L 12/23/14

Form 1065 (2014)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 815 Moraga Drive, Los Angeles, California 90049.

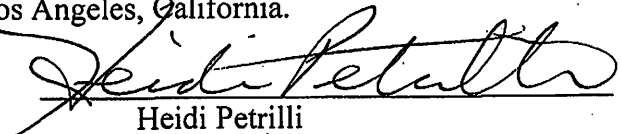
On September 8, 2015, I served the documents described as **NOTICE OF MOTION AND MOTION FOR CHARGING ORDER; DECLARATION OF BARRY BEITLER** on the interested parties in this action by placing a true copy thereof in sealed envelope(s) addressed as follows:

☒ By Mail

☒ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed September 8, 2015, at Los Angeles, California.


Heidi Petrilli

SERVICE/MAILING LIST

Cannae Financial, LLC v. John Bral

Orange County Superior Court (Central Justice Center)
Case No. 30-2014-00733044-CU-BC-CJC

Babak (Bobby) Samini, Esq.
SAMINI SCHEINBERG, PC
840 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: (949) 724-0900
Fax: (949) 724-0901
Email: bsamini@saminilaw.com

Attorneys for Defendant
JOHN BRAL

Lloyd K. Chapman, Esq.
LAW OFFICE OF LLOYD K. CHAPMAN
4558 Sherman Oaks Avenue, Second Floor
Sherman Oaks, CA 91403
Tel: (818) 304-8412
Fax: (818) 990-1477
Email: lkchapmanlaw@gmail.com

Co-Counsel for Defendant
JOHN BRAL

Barry Beitler
820 S. Barrington Avenue
Los Angeles, California 90049

Betsy Boyd
3453 Sommerset Circle
Costa Mesa, California 92626

John Bral
64 Sandpiper
Irvine, California 92604

John Bral
2610 Main Street, Suite 960
Irvine, California 92614

09/08/2015 at 11:22:29 AM
Clerk of the Superior Court
By eClerk, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 07 2015

1 LEVY, SMALL & LALLAS
2 A Partnership Including Professional Corporations
3 TOM LALLAS (SBN: 66512)
4 815 Moraga Drive
5 Los Angeles, California 90049-1633
6 Telephone: (310) 471-3000
7 Facsimile: (310) 471-7990

8 Attorneys for Plaintiff and Judgment Creditor
9 Cannae Financial, LLC

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE, CENTRAL DISTRICT**

13 CANNAE FINANCIAL, LLC,
14 a California limited liability company,

15 Plaintiff,

16 v.

17 JOHN BRAL, an individual, and DOES
18 1 through 20, inclusive,

19 Defendants.

CASE NO. 30-2014-00733044-CU-BC-CJC
[Hon. Gregory H. Lewis; Dept. "C26"]

~~PROPOSED~~ CHARGING ORDER

Date: November 2, 2015
Time: 10:30 a.m.
Dept.: C26

[Reservation No. 72229380]

Judgment Entered: July 16, 2015

1 The Court having considered the Motion for Charging Order filed by Plaintiff and
2 Judgment Creditor Cannae Financial, LLC ("Cannae"), and good cause appearing therefor,

3 IT IS HEREBY ORDERED as follows:

4 1. The interest of judgment debtor John Bral ("Bral") in the limited liability
5 company known as Westcliff Investors, LLC ("Westcliff"), whose address is 2610 Main Street,
6 Suite 960, Irvine, California 92614, is hereby charged with the unpaid balance of the Judgment
7 entered in favor of Cannae and against Bral on July 16, 2015 in the sum (including prejudgment
8 interest) of \$316,635.67, plus interest thereon at the rate of 10% per annum from and after July
9 16, 2015, plus costs and attorney's fees as may be awarded..

10 2. Westcliff and its members, including Bral, Barry Beitler and Betsy Boyd, shall
11 pay directly to Cannae any money or property due or to become due to Bral, until the amount
12 remaining on the Judgment, plus all accrued interest and costs thereon, is paid in full.

13 3. Cannae is hereby entitled to foreclose upon and sell Bral's membership interest in
14 Westcliff on or after ~~_____~~, 2015.

15
16 DATED: 12-7-, 2015

17 GREGORY H. LEWIS
18 JUDGE OF THE SUPERIOR COURT

19 31644

Name:
Cannae Financial, LLC
c/o Tom Lallas, Esq.

Address:
Levy, Small & Lallas
815 Moraga Drive

City, State, Zip Code
Los Angeles, CA 90049-1633

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



* \$ R 0 0 0 7 7 3 6 7 5 6 \$ *
2015000404672 4:09 pm 08/04/15
62 416 A03 F13 3
0.00 0.00 0.00 0.00 6.00 10.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title of Document

ABSTRACT OF JUDGMENT

CONFORMED COPY
Not Compared with Original

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):
After recording, return to:

Tom Lallas (SBN 66512)
Mark D. Hurwitz (SBN 151159)
Levy, Small & Lallas
815 Moraga Drive
Los Angeles, CA 90049
TEL NO.: 310-471-3000 FAX NO. (optional): 310-471-7990
E-MAIL ADDRESS (Optional): tlallas@lsl-la.com

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
STREET ADDRESS: 700 Civic Center West
MAILING ADDRESS:
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Central Justice Center

FOR RECORDER'S USE ONLY

PLAINTIFF: CANNAE FINANCIAL, LLC, a California
limited liability company
DEFENDANT: JOHN BRAL, an individual

CASE NUMBER:
30-2014-00733044-CU-BC-CJC

**ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS** ☐ Amended

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record
applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

John Bral
64 Sandpiper
Irvine, CA 92604

- b. Driver's license no. [last 4 digits] and state: 2053 CA ☐ Unknown
c. Social security no. [last 4 digits]: 9205 ☐ Unknown
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

John Bral, 2601 Main Street, #960, Irvine, CA 92614

Pursuant to California Government
Code § 68150(f), the Clerk of the
Court hereby certifies this document
accurately reflects the official court
record. The electronic signature and
seal on this document have the
same validity and legal force and
effect as an original clerk's
signature and court seal. California
Government Code § 68150(g).

2. ☐ Information on additional judgment debtors is
shown on page 2.

3. Judgment creditor (name and address):

CANNAE FINANCIAL, LLC, 825 S.
Barrington Ave., Los Angeles, CA 90049

Date: July 27, 2015

Mark D. Hurwitz

(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment creditors is
shown on page 2.

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:



(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 316,635.67

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): July 16, 2015

b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

10. ☐ An ☐ execution lien ☐ attachment lien
is endorsed on the judgment as follows:

a. Amount \$

b. In favor of (name and address):

11. A stay of enforcement has

a. ☒ not been ordered by the court.

b. ☐ been ordered by the court effective until
(date):

12. a. ☒ I certify that this is a true and correct abstract of
the judgment entered in this action.

b. ☐ A certified copy of the judgment is attached.

Clerk, by

, Deputy

Giovanni Galon

Legal
Solutions
& Plus

Page 1 of 2
Code of Civil Procedure, §§ 489.480,
671.700-190
POC NO. 17-1
Page 62



ALAN CARLSON, Clerk of the Court

This abstract issued on (date):

07-29-2015

PLAINTIFF: CANNAE FINANCIAL, LLC, a California limited liability company DEFENDANT: JOHN BRAL, an individual	COURT CASE NO.: 30-2014-00733044-CU-BC-CJC
--	---

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

20. ☐ Continued on Attachment 20.

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20150950529



Pages:
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Recorder's Office, Los Angeles County,
California

08/04/15 AT 04:26PM

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TAXES:	0.00
OTHER:	0.00
PAID:	33.00



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007002098

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Name:
Cannae Financial, LLC
c/o Tom Lallas, Esq.

Address:
Levy, Small & Lallas
815 Moraga Drive

City, State, Zip Code
Los Angeles, CA 90049-1633



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title of Document

ABSTRACT OF JUDGMENT

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):
After recording, return to:
Tom Lallas (SBN 66512)
Mark D. Hurwitz (SBN 151159)
Levy, Small & Lallas
815 Moraga Drive
Los Angeles, CA 90049
TEL NO.: 310-471-3000 FAX NO. (optional): 310-471-7990
E-MAIL ADDRESS (Optional): tlallas@lsl-la.com

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
STREET ADDRESS: 700 Civic Center West
MAILING ADDRESS:
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Central Justice Center

PLAINTIFF: CANNAE FINANCIAL, LLC, a California limited liability company
DEFENDANT: JOHN BRAL, an individual

CASE NUMBER:
30-2014-00733044-CU-BC-CJC

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS ☐ Amended

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's
Name and last known address

* John Bral
64 Sandpiper
Irvine, CA 92604

- b. Driver's license no. [last 4 digits] and state: 2053 CA ☐ Unknown
c. Social security no. [last 4 digits]: 9205 ☐ Unknown
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
John Bral, 2601 Main Street, #960, Irvine, CA 92614

2. ☐ Information on additional judgment debtors is shown on page 2.
3. Judgment creditor (name and address):
CANNAE FINANCIAL, LLC, 825 S.
Barrington Ave., Los Angeles, CA 90049

Date: July 27, 2015

Mark D. Hurwitz
(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment creditors is shown on page 2.
5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:


(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 316,635.67
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on (date): July 16, 2015
b. Renewal entered on (date):

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

- a. Amount: \$
b. In favor of (name and address):

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has
a. ☒ not been ordered by the court.
b. ☐ been ordered by the court effective until (date):

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.
b. ☐ A certified copy of the judgment is attached.

Clerk, by _____, Deputy



ALAN CARLSON, Clerk of the Court

This abstract issued on (date):
07-29-2015

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Giovanni Galon
Legal Solutions
& Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.190
POC NO. 17-1
Page 66

PLAINTIFF: CANNAE FINANCIAL, LLC, a California limited liability company DEFENDANT: JOHN BRAL, an individual	COURT CASE NO.: 30-2014-00733044-CU-BC-CJC
--	---

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (*address*):

20. ☐ Continued on Attachment 20.

Name:

Cannae Financial, LLC
c/o Tom Lallas, Esq.

Address:

Levy, Small & Lallas
815 Moraga Drive

City, State, Zip Code

Los Angeles, CA 90049-1633

Kern County Recorder
Conformed Copy

AUG 06 2015

Document

0002/S/05721

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Title of Document

ABSTRACT OF JUDGMENT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):
After recording, return to:
Tom Lallas (SBN 66512)
Mark D. Hurwitz (SBN 151159)
Levy, Small & Lallas
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Los Angeles, CA 90049
TEL NO.: 310-471-3000 FAX NO. (optional): 310-471-7990
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☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange
STREET ADDRESS: 700 Civic Center West
MAILING ADDRESS:
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Central Justice Center

FOR RECORDER'S USE ONLY

PLAINTIFF: CANNAE FINANCIAL, LLC, a California
limited liability company
DEFENDANT: JOHN BRAL, an individual

CASE NUMBER:
30-2014-00733044-CU-BC-CJC

**ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS** ☐ Amended

FOR COURT USE ONLY

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64 Sandpiper
Irvine, CA 92604

b. Driver's license no. [last 4 digits] and state: 2053 CA

c. Social security no. [last 4 digits]: 9205

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

John Bral, 2601 Main Street, #960, Irvine, CA 92614

Pursuant to California Government
Code § 68150(f), the Clerk of the
Court hereby certifies this document
accurately reflects the official court
record. The electronic signature and
seal on this document have the
same validity and legal force and
effect as an original clerk's
signature and court seal. California
Government Code § 68150(g).

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3. Judgment creditor (name and address):

CANNAE FINANCIAL, LLC, 825 S.
Barrington Ave., Los Angeles, CA 90049

Date: July 27, 2015

Mark D. Hurwitz

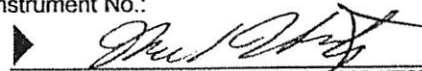
(TYPE OR PRINT NAME)

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b. Instrument No.:



(SIGNATURE OF APPLICANT OR ATTORNEY)

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a. ☒ not been ordered by the court.

b. ☐ been ordered by the court effective until
(date):

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b. ☐ A certified copy of the judgment is attached.

Clerk, by _____, Deputy

Giovanni Galon

Legal
Solutions
& Plus

Page 1 of 2
Code of Civil Procedure, §§ 489.480,
674, 700.190



ALAN CARLSON, Clerk of the Court

This abstract issued on (date):

07-29-2015

**ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS**

PLAINTIFF: CANNAE FINANCIAL, LLC, a California limited liability company DEFENDANT: JOHN BRAL, an individual	COURT CASE NO.: 30-2014-00733044-CU-BC-CJC
--	---

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

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Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
650 Town Center Drive, Suite 950, Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR'S OBJECTION TO PROOF OF CLAIM FILED BY CANNAE FINANCIAL LLC [CLAIM NO. 17]; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF JOHN JEAN BRAL IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On October 13, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) October 13, 2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) October 13, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SERVED VIA PERSONAL DELIVERY/ATTORNEY SERVICE:

The Honorable Scott C. Clarkson
United States Bankruptcy Court
Central District of California
Ronald Reagan Federal Building and Courthouse
411 West Fourth Street, Suite 5130/Courtesy Bin
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

10/13/2017

Date

Lori Gauthier

Printed Name

/s/ Lori Gauthier

Signature

SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- **Thomas H Casey** kdriggers@tomcaseylaw.com, msilva@tomcaseylaw.com
- **Alan J Friedman** afriedman@lwgfllp.com,
nlockwood@lwgfllp.com;jokeefe@lwgfllp.com;banavim@lwgfllp.com;lgauthier@lwgfllp.com
- **Daniel K Fujimoto** wdk@wolffirm.com
- **Beth Gaschen** bgaschen@wgllp.com,
kadele@wgllp.com;lfisk@wgllp.com;lgauthier@lwgfllp.com;nlockwood@lwgfllp.com
- **Michael J Hauser** michael.hauser@usdoj.gov
- **Mark D Hurwitz** mhurwitz@lsl-la.com, dsmall@lsl-la.com
- **Gary E Klausner** gek@lnbyb.com
- **William N Lobel** wlobel@lwgfllp.com,
nlockwood@lwgfllp.com;jokeefe@lwgfllp.com;banavim@wgllp.com
- **Kathleen J McCarthy** kdriggers@tomcaseylaw.com, msilva@tomcaseylaw.com
- **William F McDonald** Caecf@tblaw.com, wfm@tblaw.com;snchampney@tblaw.com
- **Krikor J Meshefejian** kjm@lnbrb.com
- **Edward G Schloss** egs2@ix.netcom.com
- **Valerie Smith** claims@recoverycorp.com
- **Daniel B Spitzer** dspitzer@spitzeresq.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov
- **Zann R Welch** ecfnofices@ascensioncapitalgroup.com

SERVED VIA FIRST-CLASS MAIL:

Cannae Financial LLC
c/o Gary E. Klausner, Esq.
Levene Neale Bender, et al
10250 Constellation Blvd., Suite 1700
Los Angeles, CA 90067

Office of the United States Trustee
411 West Fourth Street, Suite 7160
Santa Ana, CA 92701